

REMARKS/ARGUMENTS

The Office Action of September 23, 2004 (hereinafter the Action) has been carefully reviewed and these remarks are responsive thereto. Claims 1-5 and 10-26 remain in this application. Upon entry of this amendment, claims 1 and 20 are amended to clarify the embodiments of the invention claimed, claims 13-19, and 22 are cancelled without prejudice or disclaimer, and claims 27 and 28 are added. Applicants submit that support for this amendment exists within the specification. Reconsideration and allowance of the instant application are respectfully requested in view of the amendments and arguments made herein.

Claim Objections

The Action objected to claim 22 under 37 C.F.R. § 1.75(c), as being of improper dependent form for failing to further limit the subject matter of the previous claim. The Action states that claim 22 appears to teach the same limitation as recited in independent claim 20, from which claim 22 depends. In response, Applicants have cancelled claim 22.

Claim Rejections

Claims 1-5, 10-17 and 19-26 stand rejected under 35 U.S.C. § 102(a) as being anticipated by *Poole*, "Mac OS 8.5 Bible" (hereinafter *Poole*). Claim 18 stands rejected under 35 U.S.C. § 103(a) as being obvious over *Poole*. Applicants respectfully traverse these rejections.

Applicants assert that *Poole* does not teach or suggest every element of each of the claims rejected under Section 102(a). A claim is anticipated only if each and every feature in the claim is found, either expressly or inherently, in a single reference. MPEP § 2131.01. Here, several features of the claims are found lacking in the *Poole* reference. As such, Applicants respectfully request that the rejections be removed and the claims allowed. Some of the missing features from the *Poole* reference are outlined below.

Poole does not teach a textual property

With respect to independent claim 1, the Action alleges that *Poole* teaches “placing a property of the item in the slot responsive to a user selecting the property.” The Action points to pages 158 and 159 of *Poole*, stating that it “teaches ... a display of a preview of an item in a slot upon selection of a user selectable property of an item in the list.”

Applicants respectfully assert that the display of an image preview does not teach or even suggest placing a *textual* property of the item in the slot as recited in amended claim 1. Even assuming, but not admitting, that an image preview of an item is a property, it is not a textual property. For at least this reason, claim 1 is patentably distinct from *Poole*.

To show the claim 20 feature of “in response to the user selection, displaying the selected property with a graphical representation of the file,” the Action alleges that pages 84, 158, and 159 of *Poole* teach “the user selection of a property for the file resulting in a preview of the document being displayed.” As amended, claim 20 calls for in response to the user selection, displaying the selected *textual* property with a graphical representation of the file. Similar to claim 1, the display of an image preview does not teach or suggest displaying the selected *textual* property as recited in claim 20. As discussed with respect to claim 1, an image preview of an item is not a textual property as recited in the claim.

Poole does not teach two file types each with different properties

With regard to independent claim 10, the Action alleges that *Poole* teaches:

- a. a database component for storing properties specific to a first item type and properties specific to a second item type with the properties specific to the second item type different from the set of properties specific to the first item type

In addressing the database component of claim 10, the Action points to paragraph 1 on page 159 of *Poole*, as well as to pages 84 and 109 (apparently referring to figure 5-5 on page 84):

Poole teaches ... a folder of disk volume for storing an icon name, modification date, etc., wherein the list view folders do not display a size because it is not a relevant property, while other items that do have a relevant size display the size information.

Applicants respectfully submit that *Poole* does not teach the noted features of claim 10. Specifically, displaying size information for items of one item type and not displaying size for

another item type does not in any way constitute, teach or otherwise suggest “properties specific to the second item type different from the set of properties specific to the first item type,” as recited in claim 10. Indeed, figure 5-5 reveals two items of differing item types displaying the *same* property with two different values for that property.

Even assuming, but not admitting, that *Poole* teaches two different sets of properties, figure 5-5 still does not teach “the properties specific to the second item type different from the set of properties specific to the first item type” (emphasis added). “Properties” is plural, meaning that multiple properties (more than one) that are specific to the second item type are different from the set of properties specific to the first item type. A single differing property would not suffice to teach this feature. *Poole* therefore lacks a teaching or suggestion of properties of the second item type different from the set of properties specific to the first item type as recited in claim 10. Applicant respectfully submits that claim 10 is in condition for allowance.

With regard to each of the dependent claims, 2-5, 11, 12, 14-19, 21 and 23-26, Applicants submit that these claims are allowable for at least the same reasons as the independent claims from which they depend. Regarding new claims 27 and 28, it is believed that they are fully supported by the specification and believed to be allowable over the art of record.

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Reply to Office Action of September 23, 2004

CONCLUSION

All rejections having been addressed, applicants respectfully submit that the instant application is in condition for allowance, and respectfully request prompt notification of the same. If any fees are required for this submission, or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733 accordingly.

Respectfully submitted,

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